CONTRACTS—THIRD-PARTY BENEFICIARY—STATUTORY RIGHT OF MATERIALMEN TO SUE ON CONTRACTOR'S BOND NOT EXTINGUISHED BY AGREEMENT BETWEEN CITY AND CONTRACTOR.—A state statute provided that a city which let a contract for a public building should require the contractor to execute a bond with sureties for the payment of all material furnished for the said work and gave those furnishing material therefor the "right to sue on said bond." The defendant builder contracted with the defendant city for the erection of a public building and furnished a bond with sureties to the city which contained a provision that "no right of action shall accrue by reason hereof, to or for the use or benefit of any one other than the obligee herein named." The plaintiff sued the city, contractor and sureties for material furnished, his real purpose being to "hold" the sureties on the bond. *Held,* that the plaintiff could recover from the sureties, as the right he secured under the statute could not be extinguished by the bond provision which limited the obligor's duty to the city only. *Ingold v. City of Hickory et al.* (1919, N. C.) 101 S. E. 525.

For a discussion of the right of a materialman against an obligor on a builders' bond in the absence of such a statute, see COMMENT (1919) 28 YALE LAW JOURNAL, 798.

CORPORATIONS—STOCKHOLDER'S LIABILITY FOR CORPORATE DEBTS—JUDGMENT AT LAW AS A CONDITION PRECEDENT.—The plaintiff was the sole creditor of a corporation of which the defendant was the sole stockholder. The defendant took the corporate assets and left the corporation insolvent. This action was brought in equity, on the debt, without first securing a judgment at law or joining the corporation as a party defendant. *Held,* that the plaintiff should recover. *Louisville & N. R. R. v. Nield* (1919, Ky.) 216 S. W. 62.

See COMMENTS, *supra,* p. 659.

EASEMENTS—WAYS OF NECESSITY—REBUTTED BY ORAL CONVERSATION.—A deed of land was executed and delivered under such circumstances that a way of necessity would ordinarily have been created over land retained by the grantor. In litigation involving the existence of this right of way, evidence of an oral agreement between the parties that no easement should be granted was introduced without objection. Thereafter the alleged dominant owner requested a ruling that this evidence could not be considered. *Held,* that the evidence, having been introduced without objection, was relevant to show the actual intention of the parties in rebuttal of the presumption of a way of necessity. *Orpin v. Morrison* (1918) 230 Mass. 529, 120 N. E. 183.

See COMMENTS, *supra,* p. 665.

EQUITY—JURISDICTION—INJUNCTION AGAINST ELECTION.—The Secretary of the State of Illinois, under an act providing for the expression of opinion by electors on questions of public policy, intended to submit at an election questions presented by petition of ten *per cent.* of the voters. The plaintiff, a citizen and taxpayer of the state, filed a bill for an injunction to restrain the submission of these questions, alleging that if they should be favored by a majority of electors, they would constitute instructions to the delegates to the proposed constitutional convention, and that under the constitution of the state there was no power to instruct such delegates. *Held,* that the injunction should not issue. *Payne v. Emerson* (1919, Ill.) 125 N. E. 329.

See COMMENTS, *supra,* p. 655.

EVIDENCE—PRESUMPTIONS—SANITY OF TESTATOR.—An action was brought to set aside the probate of a will on the ground that the testator had been of unsound mind. *Held,* that the probate should stand, with a *dictum* that there was a presumption of sanity of the testator, consequently the burden of proving